baby to town testified that she was alive when he started, and that she was breathing when he arrived at a point one block from his destination. On this evidence, the Supreme Court of California holds that since both train and buggy reached the town together Loucks expired first, because he last showed signs of life before the train started for the town, while the child was alive after the buggy was in the town.

Boy Uses Axe on Explosives.—In Bennett *v.* Odell Manufacturing Company, 80 Atlantic Reporter, 642, defendants are sued for personal injuries to a boy. Defendants maintained a storehouse wherein they kept supplies for their business, including dynamite and copper caps. Ralph Bennett, a boy about nine years old, happened along one day, and upon seeing the door to the storehouse open and no one inside, entered, and picked up and carried away some of the copper exploders which he saw lying about. He took the caps home and did the most natural thing that a boy would be expected to do, namely, placed one of the caps on a block, got an axe and struck it. That strike came near being the end of Ralph, for he was injured and now seeks damages. The Supreme Court of New Hampshire holds that the unlawful storing of the explosives was not a proximate cause of the injury.

Right of Relatives to Counsel Married Couples.—A parent, brother, or sister has the right to counsel a married son, daughter, brother, or sister in good faith, within reasonable limits, when not maliciously done and when done for the apparent best interest of the party advised, without the person so advising being liable to an action for injury caused one party to the marriage, resulting from the advice so given. This privilege, by reason of relationship, arises on the presumption that the party so advising, because of natural love and affection of near-blood relatives toward one another, would act only for the best interests and with proper motives toward the person advised. The Supreme Court of North Dakota in Luick *v.* Arends, 132 Northwestern Reporter, 353, holds that whether the privilege thus accorded near blood relatives in such matters extends to a brother-in-law of the wife advised, in this case, is a question of fact for the jury to determine under all the circumstances, under proper instructions from the court.

Insurance—Ship—Damage to Hull—Latent Defect Existing Prior to Insurance—Costs of Replacing Stern Frame Owing to Latent Defect.—Hutchins *v.* Royal Exchange Assurance Corporation (1911) 2 K. B. 398 was an action on a policy of marine insurance which contained what is known as the Inchmaree clause, providing that the policy should cover loss or damage to the hull through any latent